

AGREEMENT

ON COOPERATION IN PROTECTION AGAINST DISASTERS IN THE

WESTERN BALKANS

We, the Western Balkan Participants referred to collectively as “Contracting Parties” and individually as “the Contracting Party”,

Convinced of the necessity of mutual cooperation in preventing and mitigating the consequences of disasters,

Complying with the signed international agreements,

Recognizing the efforts of the United Nations in the field of disaster prevention and consequence mitigation,

Having regard to the Union Civil Protection Mechanism and its contribution to the development of capacities for rapid and effective reaction and other international organizations in terms of protection against the consequences of disasters,

Reaffirming the mutual intent, interest and basis for upgrading the cooperation and partnership,

Have agreed as follows:

Article 1

Subject of the Agreement

In this Agreement, the Contracting Parties regulate the framework of conditions for voluntary provision of assistance in the event of disasters, and in particular in:

- planning and implementation of protection measures against floods, earthquakes, fires, environmental pollution, vessel accidents, radiological hazards, different pandemics as well as industrial and other disasters;
- mutual notification of threats, occurrence and consequences of disasters;
- mutual assistance in rescuing, providing assistance and eliminating consequences of disasters with ground and air forces and vehicles for intervention in cases of mass fires, floods, earthquakes and other disasters;
- education and training of personnel of services, protection and rescue units, fire protection units and other members of rescue teams through briefings, courses, trainings, seminars and other forms of cooperation, as well as organising and conducting joint rescue and assistance exercises, etc.;
- exchange of scientific and technical data, as well as other documents relevant to protection against disasters;
- cooperation in the development and production of rescue and assistance provision equipment.

Article 2

Purpose of the Agreement

The purpose of this Agreement is for the Contracting Parties, in accordance with their respective available capacities, to assist one another in the event of disasters, when the Requesting Contracting Party is unable to cope with the consequences of the disaster using its own resources.

Article 3

Definitions

The terms used in this Agreement shall have the following meaning:

1. *Requesting Contracting Party* shall mean the Contracting Party whose competent authority requests assistance.

2. *Assisting Contracting Party* shall mean the Contracting Party whose competent authority responds to the requests for assistance.

3. *Transit Contracting Party* shall mean the Contracting Party through the territory of which assistance units and equipment for the needs of one of the Contracting Parties or for the needs of a third country should pass.

4. *Disaster* shall mean a serious disruption of the functioning of a community or a society at any scale due to hazardous events interacting with conditions of exposure, vulnerability and capacity, leading to one or more of the following: human, material, economic and environmental losses and impacts.

5. *Notifications and information about an event* shall mean data on disasters transmitted to other Contracting Parties for the purpose of warning of hazards, the possibility of occurrence of disasters that could endanger other Contracting Parties.

6. *Protection measures* shall mean prevention and protection activities taken in order to prevent, mitigate and eliminate the hazards threatening the population and/or to preserve material assets and environment.

7. *Rescuing* shall mean undertaking of concrete measures, activities and procedures for protection of people whose life or health is endangered, of animals, of vegetation, of property and of cultural heritage from the consequences of disasters through undertaking concrete actions as response to natural and other disasters by experts, teams or rescuing units.

8. *Rescue teams and individual experts taking part in providing assistance* shall mean adequately trained and equipped persons sent by the Assisting Contracting Party upon request for assistance.

9. *Protection, rescue, and other equipment* shall mean all necessary means for individual or collective protection and rescue, including technical and other protection and

rescue means used by rescue teams and individual experts in rescuing or providing assistance, as well as means of logistical support;

10. *Humanitarian aid* shall mean in kind materials, items, resources, supplies, potable water, medications and medical supplies intended for the endangered or affected population in order to mitigate the adverse effects of disasters.

Article 4 Competent authorities

The Contracting Parties shall inform one another through diplomatic channels of the competent authorities for the implementation of this Agreement.

The Contracting Parties shall mutually inform one another about the addresses and telecommunications of the competent authorities under paragraph 1 of this Article and about the contact points that must be available at any moment.

The Contracting Parties shall inform one another in writing about possible changes of the competent authorities, no later than 30 (thirty) days following the day the changes were made.

The authorities referred to in paragraph 1 of this Article shall be authorized to establish direct communication in the course of implementation of this Agreement, and to this end, they shall elaborate standard operating procedures for the provision of assistance in the event of disasters.

Article 5 Exchange of knowledge and experience

The Contracting Parties shall notify one another of scientific and technical developments and experiences in the aim of anticipation, mitigation and elimination of the consequences of disasters and efficient protection and rescue. The exchange of knowledge, information and other documents shall include information on disasters, information required for producing a joint scientific and research program in the event of endangerment, plans for general threat and disaster and threats of mutual interest to the Contracting Parties and cooperation in planning and rescue.

Cooperation in the field of exchange of knowledge and experience shall be carried out in accordance with the legislation of the Contracting Parties. The Contracting Parties shall exchange information with regard to their legislation.

The Contracting Parties shall strive to efficiently use the results of scientific and technical cooperation and in cooperation with other countries with regard to the implementation of this Agreement.

Article 6
Development and production of protection and rescue equipment

The Contracting Parties shall encourage the cooperation between business entities and institutions in the area of technological development, production of equipment and implementation of joint protection and rescue programs.

Article 7
Cooperation between humanitarian organisations

The Contracting Parties shall encourage cooperation between institutions, business entities and humanitarian organisations in the area of protection and rescue from disasters, in accordance with the legislation of the Contracting Parties.

Article 8
Education and professional development

The Contracting Parties shall encourage mutual cooperation with the aim of educating and professional development of rescue teams taking part in the protection and rescue by:

1. establishing direct communication and cooperation between educational institutions and encouraging the exchange of instructors, lecturers and other experts;
2. cooperation in education and training;
3. through mutual exchange of teaching materials and resources, as well as experiences gained in protection and rescue, essential for education and professional development;
4. organising joint exercises in the field of civil protection and rescue;
5. The joint exercises will be done on the ground even with operational forces.

Article 9
Obligation to notify of threats

The Contracting Parties shall notify one another of the threats and potential occurrence of disasters which may endanger other Contracting Parties.

For the purpose of notifying one another, each Contracting Party shall collect the necessary data and information and directly transmit it to the competent authorities of other Contracting Parties.

The Contracting Parties shall notify one another of disasters occurring in their area.

The notification shall include: a description of the threat or event that has occurred, information on the place, time, extent and consequences, as well as the measures undertaken.

The notification referred to in paragraphs 1, 2, 3 and 4 of this Article may be transmitted orally or in writing in the languages of the Contracting Parties and/or in the English language. The notifications communicated orally must also be confirmed in writing.

The authorities referred to in Article 4 of this Agreement shall be responsible for sending and receiving notifications of threats, dangers and occurred disasters.

Article 10 Protection measures

The Contracting Parties shall plan and undertake appropriate joint protection measures in order to prevent or reduce a common threat.

The Contracting Parties shall also undertake preventive measures and activities for protection and rescuing and upgrading of institutions for mitigating the dangers and consequences of natural and other disasters.

Article 11 Requesting and providing assistance

The Contracting Party affected by a disaster may request assistance from other Contracting Parties. This assistance may refer to rescue teams, individual experts, protection and rescue equipment as well as to international humanitarian aid.

The request for assistance referred to in paragraph 1 of this Article must include: information on the disaster (date, time and location of occurrence), the type and scale of the assistance required, the institutions and persons with whom communication shall be established, as well as a proposal on how to deliver assistance.

The request referred to in paragraph 2 of this Article shall be submitted in the English language.

The Assisting Contracting Party shall notify the Requesting Contracting Party of its resources available to be placed at disposal, as well as of the possibilities and the manner of providing assistance. The competent authority of the Assisting Contracting Party shall submit to the competent authority of the Requesting Contracting Party the list of rescue team members, individual experts and inventory list of protection and rescue equipment and humanitarian aid.

Assistance shall be provided in accordance with the legislation of the Contracting Parties.

The authorities referred to in Article 4 of this Agreement shall be responsible for sending and receiving requests for assistance.

Article 12
**Boundary crossing procedures for
rescuing and providing assistance**

On the occasion of rescuing and providing assistance and eliminating the consequences of a disaster, the Contracting Parties shall allow rescue teams and individual experts providing assistance a simplified boundary crossing procedure.

In the case referred to in paragraph 1 of this Article, the rescue teams and individual experts taking part in rescuing and providing assistance may cross either at the official crossing points or at points other than the official, based on the previously submitted list of rescue team members and individual experts with a consent of the competent authorities.

Rescue team members and individual experts providing assistance may stay in the area of the Requesting Contracting Party without a visa or residence permit while providing assistance. The leaders of rescue teams must present a document proving their authority and task in providing assistance, as well as a list of their rescue team members, both of which shall be in the language of the Assisting Contracting Party.

Rescue team members and individual experts providing assistance shall be entitled to wear their own uniform in the area of the other Contracting Party.

The transport of weapons, ammunition and explosive devices to the area of another Contracting Party shall not be allowed.

In the event of a disaster, the citizens of Contracting Parties, as well as those of third countries may cross boundaries either at the official crossing points or at points other than the official, with the obligation to report their stay to the competent police unit.

The Contracting Parties shall comply with the provisions referred to in paragraphs 1, 2, 3, 4, 5, 6 and 7 of this Article even in the case when one of them is a Transit Contracting Party. The competent authorities of the Contracting Parties shall, as soon as possible, inform one another of the transit needs, set out the procedure for its implementation and, as necessary, provide the rescue team providing assistance with official escort during transit.

Article 13
**Procedures for entry and exit and transport of materials across the boundaries on
the occasion of rescuing and providing assistance**

The Contracting Parties shall simplify the procedures for bringing in, taking out and transport across the boundaries of rescue equipment and other kind of equipment necessary for providing international assistance, as well as means that are necessary for their own needs, i.e. self-sufficiency of a rescue team. On the occasion of crossing the boundary, the leader of the rescue team shall hand over the inventory lists of rescue equipment, i.e. humanitarian aid to the competent customs authorities of the Requesting Contracting Party.

The inventory lists referred to in paragraph 1 of this Article shall be in the official language of the Assisting Contracting Party and/or in the English language.

Rescue teams and individual experts taking part in providing assistance may carry across the boundary only the protection and rescue equipment, the means necessary for their own supply and operation and humanitarian aid.

The prohibitions or restrictions applicable to the international transport of goods shall not apply to the transport of protection and rescue equipment and international humanitarian aid. Protection, rescue and other equipment not spent during the operations of assistance shall be returned to the Assisting Contracting Party. In case the rescue equipment is left unused as an international humanitarian aid, its type, quantity and the location of the equipment shall be reported to the competent authority of the Requesting Contracting Party, which, upon accepting assistance, shall inform the competent customs authorities about it. In such case the legislation of the Requesting Contracting Party shall apply.

The provision referred to in paragraph 3 of this Article shall also apply to bringing in medications containing narcotics and psychotropic substances into the Requesting Contracting Party and the return of the unused quantities to the Assisting Contracting Party. The bringing in and taking out of narcotics and psychotropic substances shall not be treated as the import and export of goods in the context of international treaties on narcotic drugs. The medications containing narcotics and psychotropic substances may only be brought in the quantities required for emergency medical care, and may only be used under the supervision of medical staff with appropriate training in accordance with the legislation of the Requesting Contracting Party. The Requesting Contracting Party shall inform the Assisting Contracting Party about the used medications containing narcotics and psychotropic substances.

The Contracting Parties shall allow the use of the necessary protection and rescue equipment and humanitarian aid of the Assisting Contracting Party without any formal procedure, advance payment or other fees.

Article 14

Use of aircraft and vessels for transporting rescue teams and assistance

Aircraft and vessels may be used for urgent transport of rescue teams or individual experts taking part in providing assistance and for other types of assistance in accordance with this Agreement.

The Assisting Contracting Party shall immediately notify the competent authority of the Requesting Contracting Party of the use of aircraft and vessels for rescue and provision of assistance and shall provide it with accurate information on the type and designation of the aircraft or vessel and on the crew. The time, intended route and place of landing or docking shall be determined by the Requesting Contracting Party.

The provisions of Article 12 of this Agreement on crossing boundaries shall apply accordingly to crews of aircraft and vessels, as well as rescue teams and individual experts taking part in providing assistance, while the provisions of Article 13 of this Agreement shall apply to aircraft and vessels, transported protective and rescue equipment and international humanitarian aid resources.

The use of aircraft for rescue and provision of assistance in the Requesting Contracting Party shall take place in accordance with air traffic regulations of that Contracting Party.

The Assisting Contracting Party shall be obliged to submit a flight plan to the air navigation service provider operating in the Requesting Contracting Party. In addition to required mandatory elements, the flight plan submitted to use aircraft must include a reference to this Agreement.

The use of land, air and naval vehicles so they can transport the rescue teams for the purpose of implementing this Agreement shall be permitted only with the consent of the competent authority of the Requesting Contracting Party.

Article 15

Responsibility for leading rescue and provision of assistance operations

The authorities of the Requesting Contracting Party shall in all cases be responsible for leading rescue and provision of assistance operations.

A representative of the competent authority of the Requesting Contracting Party shall entrust tasks solely to rescue team leaders from the Assisting Contracting Party who shall brief rescue team members about the particulars.

Article 16

Protection and support to rescue teams and individual experts work

The competent authorities of the Requesting Contracting Party shall provide adequate protection and assistance to rescue teams and individual experts from the Assisting Contracting Party taking part in providing assistance.

Article 17

Manner of financing assistance costs

The Assisting Contracting Party shall not be entitled to claim reimbursement of costs of provided assistance from the Requesting Contracting Party or of costs incurred as a result of use, damage or loss of rescue equipment.

The Requesting Contracting Party shall bear the costs of assistance provided at its request by natural persons or legal entities engaged by the Assisting Contracting Party.

Motor vehicles used in assistance operations shall be exempt from travel and other fees.

Should rescue teams and individual experts taking part in providing assistance run out of their supplies, the costs of their procurement, accommodation and the material needed by them until the end of provision of assistance shall be covered by the Requesting Contracting Party. If necessary, appropriate logistical support and emergency medical care shall be provided for them.

Article 18

Damage compensation

The Contracting Parties shall not submit any claims for indemnification of material damage on protection and rescue equipment, if the damage was caused by the rescue team or an individual expert assisting in the execution of rescue and assistance operations under this Agreement, unless it was caused intentionally or due to negligence.

The Contracting Parties shall not submit any claims for indemnification of material or non-material damage in case of bodily injury, permanent health consequences, or death of a member of the rescue team or an individual expert if these events occur in the course of rescue under this Agreement, unless they were caused intentionally or due to negligence.

Should damage be caused to a third person during the execution of tasks under this Agreement, the Requesting Contracting Party shall assume liability as if the damage were caused by its own rescue teams or individual experts taking part in providing assistance, unless it was caused intentionally or due to negligence by the rescue teams or individual experts of the Assisting Contracting Party.

The damage liability stipulated in paragraphs 1 and 2 of this Article shall arise upon arrival in the Requesting Contracting Party and shall continue until departure from its area.

The provisions of this Article shall also apply if any of the Contracting Parties is a Transit Contracting Party.

Article 19

Providing care and assistance to evacuees

Persons who, due to a disaster, have been evacuated from area of one Contracting Party to area of another Contracting Party shall receive, until the first opportunity for their return, all necessary supplies and assistance. The costs of assistance for and return of such persons shall be borne by the Contracting Party from where they have been evacuated, unless otherwise agreed by the Contracting Parties.

The Contracting Parties must ensure return for all persons who, due to being evacuated, are residing in one of the Contracting Parties.

Article 20
Use of means of communication

The competent authorities of the Contracting Parties shall provide mutual telephone, radio and other links among authorities, rescue teams and individual experts taking part in providing assistance, in accordance with this Agreement.

Article 21
Use of information

Information collected as a result of completed activities can be made available to a third party only upon written consent of the Contracting Parties.

Article 22
Termination of provision of assistance

Provision of assistance may be terminated if the Requesting Contracting Party withdraws the request for providing assistance or when the purpose of requesting assistance has been achieved.

Article 23
Settlement of disputes

A dispute arising from the interpretation or application of this Agreement shall be settled through negotiations.

Article 24
Relationship of the Agreement with other international treaties

This Agreement shall not affect the rights and obligations of the Contracting Parties arising from other international treaties.

Article 25
Entry into force, amendments, cancellation and accession to the Agreement

This Agreement shall be subject to ratification or approval by the Contracting Parties in accordance with their own procedures. The Depositary of this Agreement shall be Republic of North Macedonia.

This Agreement shall enter into force on the 30th (thirtieth) day following the date of the deposit of instruments of ratification by at least two Contracting Parties and shall produce legal effect only between those Contracting Parties.

This Agreement may be amended upon mutual consent of all Contracting Parties.

If one Contracting Party cancels this Agreement, it shall cease to be effective only for that Contracting Party within 30 days from the date of delivery of the notification thereof.

This agreement shall remain open for accession by all Western Balkans participants. For each Party that accede to this Agreement, after its entry into force, the Agreement shall enter into force in accordance with the provision of paragraph 2 of this article.

Accession to this Agreement is possible through the signature of a Note of Accession and with the consent of all Contracting Parties.

Done at Skopje, on July 29, 2021 in three original copies, in the English language.

Ana Brnabic
Prime Minister of the Republic of
Serbia

For the Council of Ministers of the
Republic of Albania

Zoran Zaev
President of the Government of the Republic of
North Macedonia
